



August 18, 2023

SSR Enterprise Agreement update

Your Locomotive Division bargaining team met with SSR again on Thursday 17/08/2023. In this meeting, we learnt that SSR considers that the next meeting will be the last. They seem to think that the new Agreement is ready to be sent out to employees for a vote.

We do not agree! There are far too many issues outstanding. It is our position that the following items remain unresolved:

Duty Cycle - SSR have proposed a convoluted system of paying down some of your excess hours (if you are lucky enough to have them) bi-monthly. This would be acceptable if you were ahead of your hours at the end of each 2-month period, but we all know that this is rarely the case. Members are reporting to us that they are often well behind on their hours early in the duty cycle, only to be worked to death later just to catch up. All the excess hours required just to get back to even rob you of quality time outside of work with your families. This new proposal does absolutely nothing to address that. SSR keep stating that reducing the duty cycle will increase their costs exponentially but refuse to show any figures to back up this statement. SSR have provided some graphs showing average hours banked/fortnight across the whole business. In the December 2022 to June 2023 Duty Cycle, every single depot, on average, was behind on their hours. **Every Single Depot.** This only reinforces our belief that SSR are actively managing rosters to rob members of any banked overtime that you do work. SSR have stated that if they remove or decrease the Duty Cycle, then your jobs are not safe. Every other rail operator in the country is able to make short duty cycles work, why can't SSR? Maybe they need to find cost reductions to remain competitive in other areas, rather than underpaying their crew. No agreement has been reached on this critical issue.

Rostering - Despite some improvements, there is a lot more work to be done here, too. SSR refuse to implement local rostering committees to develop fair master rosters, containing all known working. Instead, they would rather leave their current practice in place allowing them to chop and change your work at their whim, until 24-hours before sign-on. Better, fully consulted, rosters giving members some certainty to plan their lives is another of our key claims. Once again, no agreement has been reached.

Training Bonds - The practice of signing new and existing members to training bonds is a major point of contention for us. Rather than improving their recruitment and training processes, SSR would rather saddle employees with exorbitant training bonds, that would require them to repay large sums of money if they leave the company within a set time period. This essentially financially

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forces them to a position that they cannot afford to leave SSR if they are unwilling or unable to complete the training. We feel that this is the equivalent of modern slavery or bonded servitude. Do you really want to go to work with someone who can't or won't leave, because they simply can't afford to? Apart from labour hire company, Railtrain, SSR is the only rail employer to use these bonds. SSR claims that too many Drivers leave early and saddle them with the cost of training. No other rail employer reports the same. Is that because the pay and conditions at SSR don't compare? Training is guaranteed as free under the current EA, why would members give this up? Not only this, SSR currently provides this training in-house! It won't be long before members are directed to attend training with SSR, and if you then leave your employment you will owe 10's of thousands of dollars to SSR for training *they didn't even pay for themselves!*

Stand Down. SSR currently have to provide advice in writing to their Drivers and the RTBU, if they are invoking the stand down provisions. There are no time requirements for this. They have offered to provide at least 3 days' notice. This is an improvement, but we are asking for the 3 days' notice to only apply to unplanned or emergency events. If there is to be a planned closure, these are normally notified 6 to 12 months in advance. We have asked that 14 days written notice of a stand down be provided for these events. SSR have refused, stating that this would mean more stand downs. We cannot understand this position. Are they saying that with up to 12 months' notice to organise themselves, they leave any forward planning to the last 3 or 4 days? This argument simply doesn't make sense.

These are the key issues still remaining. There are other issues still to be finalised as well. Finishing negotiations and taking this proposed Agreement out to a vote now is premature.

If you have any questions or concerns about the negotiations, please email them to Marc Chapman mchapman@rtbu-nsw.asn.au

We will update members again after the next meeting.

Not a Member, Join Now

If you have any questions about joining,
please contact the RTBU Head Office on (02) 9264 2511.

